



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 4, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

REQUEST TO APPROVE CONTRACT WITH YOAKUM INVESTIGATIONS FOR NOTIFICATION DELIVERY SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the contract with Yoakum Investigations (Attachment A) for Notification Delivery Services, to provide timely notification to parents and other statutorily prescribed persons when a child has been detained and a petition filed in a dependency court. The term of this Contract shall commence on February 1, 2005, or date of approval by your Board, whichever is later, and shall continue through January 31, 2006, unless terminated earlier as provided in the Contract. The estimated annual cost of this contract is \$178,358. The maximum contract sum, should both options to extend be exercised, is \$535,074. The cost of the Contract will be financed using approximately 54% (\$96,313) federal revenue, 32.6% (\$58,145) State revenue, and 13.4% (\$23,900) net County cost. Sufficient funding is included in the FY 2004-05 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to exercise the two one-year options to extend the term of the Contract by written notice to the contractor, after Chief Administrative Office (CAO) approval; and instruct the Director to notify your Board and the CAO, in writing, within 10 business days, after an option has been exercised.
3. Authorize the Director of DCFS, or his designee, to execute amendments to increase or decrease the contract sum by no more than ten percent (10%) of the annual contract amount, and not to exceed 10% of the maximum contract amount, to accommodate increases or decreases in the volume of notice delivery services required, after CAO and County Counsel approval; and instruct the Director to notify your Board and the CAO, in writing, within 10 business days of executing these amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The current notification delivery services contract with JD Attorney and Messenger Services expires on January 31, 2005. The recommended actions will provide for continuation of notification delivery services and ensure timely notification of dependency court hearings to parents, guardians and other statutorily prescribed persons when a petition has been filed.

Failure to deliver timely notification may result in substantial hardship to children, parents, guardians, and others. Lack of notice may cause the court to cancel hearings and to order monetary sanctions against DCFS.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 5 (Children and Families' Well Being). The recommended actions will enable DCFS to provide services with the intent to improve the health, safety and survival, emotional, and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The contractor is reimbursed for each notification delivered based upon the fixed rate established in the contract for each delivery area. The maximum annual contract sum is \$178,358. The maximum contract sum, should both options to extend be exercised, is \$535,074. Funding for this contract is approximately 54% (\$96,313) federal revenue, 32.6% (\$58,145) State revenue, and 13.4% (\$23,900) net County cost. Sufficient funding is included in the FY 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Notification upon the detention and filing of a dependency court petition is required under Welfare and Institutions Code section 290.1 et seq.

Currently, notification services are provided by J.D. Attorney Messenger Services, Inc. That contract expires January 31, 2005.

The proposed contract is with Yoakum Investigations, for a term of one year, effective on February 1, 2005, or date of Board approval, whichever is later, and shall continue through January 31, 2006. The contract may be extended in one-year increments, for a total of two additional years, at the discretion of the Director of DCFS, after CAO approval. The Contract does not allow for increases in units of price.

The contracting process for these services was completed in accordance with federal and State regulations.

The Contract includes a provision that states that the County has no obligation, whatsoever, to pay for any expenditures by contractor that exceed the Maximum Contract Sum.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Chief Administrative Office and County Counsel have reviewed and approved this Board Letter. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the Contract with Yoakum Investigations will enable DCFS to continue providing timely notification to parents and other statutorily required persons of dependency court hearings.

The Department has reviewed and assessed the proposed contractor's past performance history and experiences with other County contracts and the Department has no knowledge of any past violations. The proposed contractor is in compliance with all Board and Chief Administrative Officer requirements.

CONTRACTING PROCESS

On August 5, 2004, DCFS initially released the IFB for Notification Delivery Services. After the selection process, DCFS discovered its evaluation criteria were not clearly stated in its solicitation. This resulted in at least one bidder relying on different assumptions in determining its bid amount. To preserve the fairness and openness of the competitive procurement process, DCFS cancelled the IFB.

On October 25, 2004, DCFS issued a revised IFB that clearly stated the evaluation criteria. The IFB was advertised in the Los Angeles Times, La Opinion, the Chinese Daily News and the Los Angeles Sentinel. In addition, the IFB was announced on the Los Angeles County Office of Small Business Website.

DCFS received fifteen requests for IFB packages, which were distributed to potential bidders before the deadline. In an addendum to the IFB, answers to questions raised at the Bidder's Conference were published on the County's website and released to each

The Honorable Board of Supervisors
January 4, 2005
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person or organization which County records indicated received a copy of the IFB. Three bids were received by the submission deadline of November 19, 2004, 12:00 Noon. All bids were publicly opened on November 19, 2004, at 12:30 p.m.

Yoakum Investigations was the overall lowest priced bidder and was determined to be both responsive and responsible. No protests were filed.

CONCLUSION

Upon approval and execution by the Chairman of the Board, please instruct the Executive Office/Clerk of the Board to forward adopted copies of this Board Letter and executed Contracts to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Advice and Litigation Division
Attention: Rose Belda, Principal Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754
3. Yoakum Investigations
Attention: Alice Yoakum, Owner
350 S. Figueroa Street, Suite 137
Los Angeles, CA 90071-1103

Respectfully submitted,

DAVID SANDERS, Ph.D., Director
Department of Children and Family Services

DS:dm

Attachments (1)

c: Chief Administrative Officer
Auditor-Controller

NOTIFICATION DELIVERY SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

YOAKUM INVESTIGATIONS

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

FEBRUARY 2005

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES CONTRACT

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| Exhibit A-1 | Notification Delivery Performance Requirements Summary |
| Exhibit A-2 | Edmund D. Edelman Children's Court Notification Service Request |
| Exhibit A-3 | Antelope Valley Dependency Court Notification Service Request |
| Exhibit A-4 | For Matters Other Than Notification of Detention Hearing Notification Service Request |
| Exhibit A-5 | Los Angeles County Children and Family Service Notification Delivery Log |
| Exhibit A-5a | Notification Delivery Services Monthly Summary Report Form |
| Exhibit A-6 | User Complaint Report (UCR) Form |
| Exhibit B | Pricing Schedule |
| Exhibit B-1 | Budget |
| Exhibit C | Community Business Enterprise Form (CBE) |
| Exhibit D | Employee Acknowledgment and Confidentiality Contract |
| Exhibit E | Auditor-Controller Contract Accounting and Administration Handbook |
| Exhibit F | Internal Revenue Notice 1015 |
| Exhibit G | Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program) |
| Exhibit H | Safely Surrendered Baby Law Fact Sheet |
| Exhibit I | County Policy on Doing Business with Small Business |
| Exhibit J | Welfare and Institutions Code Section 290.1 through 297 |
| Exhibit K | Provider Monthly Service Report |

**LOS ANGELES COUNTY
NOTIFICATION DELIVERY SERVICES CONTRACT**

Notification Delivery Services (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2005, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

YOAKUM INVESTIGATIONS
hereinafter referred to as
"CONTRACTOR".

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, the COUNTY desires to locate parents, legal guardians, and/or other foster care providers to inform them of court hearings and other legal or required actions involving children in their care; and

WHEREAS, COUNTY has determined that the services to be delivered under this Contract are necessary to locate the foster care providers within eight (8) hours or less and provide them notices for legal actions that required this timeframe; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, B, B-1, C, D, E, F, G, H, I, J, and K, set forth below are attached to and incorporated by reference in this Contract.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

| | |
|--------------|---|
| Exhibit A | Statement of Work |
| Exhibit A-1 | Notification Delivery Performance Requirements Summary |
| Exhibit A-2 | Edmund D. Edelman Children's Court Notification Service Request |
| Exhibit A-3 | Antelope Valley Dependency Court Notification Service Request |
| Exhibit A-4 | For Matters Other Than Notification of Detention Hearing Notification Service Request |
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| Exhibit A-5a | Notification Delivery Services Monthly Summary Report |
| Exhibit A-6 | User Complaint Report (UCR) Form |
| Exhibit B | Pricing Schedule |
| Exhibit B-1 | Budget |
| Exhibit C | Community Business Enterprise Form (CBE) |
| Exhibit D | Employee Acknowledgment and Confidentiality Contract |
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| Exhibit H | Safely Surrendered Baby Law Fact Sheet |
| Exhibit I | County Policy on Doing Business with Small Business |
| Exhibit J | Welfare and Institutions Code Section 290.1 through 297 |
| Exhibit K | Provider Monthly Service Report |

1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Contract, shall have the following meanings:

- A. "Day" for "Days" whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or work days, unless otherwise specifically stated;
- B. "DCFS" means COUNTY's Department of Children and Family Services;
- C. "Director" means COUNTY's Director of Children and Family Services;

- D. "Fiscal Year(s)" means COUNTY's Fiscal Year(s) which commences July 1 and ends the following June 30;
- E. "Program Manager" means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- F. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- G. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 CONTRACTOR'S WORK

- 2.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide COUNTY with Notification Delivery Services as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on February 1, 2005, or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", whichever is later, and shall continue through January 31, 2006, unless terminated earlier as provided herein.
- 3.2 The term of the Contract may be extended beyond the stated expiration date, for up to two (2) additional 12-month periods, by the Director of DCFS, by written notice to the CONTRACTOR sixty (60) days prior to the expiration of the then contract term, and after Chief Administrative Office approval.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 4.2 The total amount payable under this Contract is \$535,074, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable

under this Contract for each of the contract years shall not exceed \$178,358, hereinafter referred to as "Maximum Annual Contract Sum".

- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as B-1, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.0 PAYMENTS AND INVOICES

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Pricing Schedule.
- 5.3 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-87. "Cost Principles for State, Local, and Indian Tribal Governments"
- 5.4 CONTRACTOR shall submit the original monthly invoice to the address indicated below:

County of Los Angeles
Department of Children and Family Services
Attention: Head, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Pamela Prewitt-McZeal, Program Manager
County of Los Angeles,
Department of Children and Family Services
Edelman Children's Court
2525 Corporate Place
Monterey Park, CA 91754

- 5.5 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to County Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.
- 5.6 Upon approval of the monthly invoice, County Program Manager, or designee, shall forward the invoice to Finance for payment.
- 5.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.11 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Contract, when expenditures under this Contract total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses, which are set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices.
- 5.12 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 5.13 The last and final invoice for each annual contract period shall be submitted by CONTRACTOR to the Finance Office, Attention: Head, Contract Accounting Section at the address contained in Section 5.4 within 60 Days following the end of each annual contract period. If CONTRACTOR is unable to provide this invoice within the requisite time period noted above, CONTRACTOR shall notify both the Finance Office and the COUNTY Program Manager in writing of the reason CONTRACTOR cannot comply with this requirement, the estimated reimbursement amount and the expected date of submission of the last and final invoice.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as Exhibit E, and the Office of Management and Budget (OMB) Circular No. A-133, Audit of State, Local Governments, and Non-Profit Organizations.

CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Contract exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator, Contract Management Services, Room 400, 425 Shatto Place, Los Angeles, CA 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

9.1.1 Specifically identify this Contract.

9.1.2 Clearly evidence all coverages required in this Contract.

9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 9.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
 - 9.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.
 - 9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease – policy limit: | \$1 million |
| Disease – each employee: | \$1 million |

10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per

occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

11.0 NOTICES

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Attention: _____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes, which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Contract.
- 12.4 Notwithstanding the provisions of Sections 12.1, and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which increase or decrease payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Contract under the following conditions:
- 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.
- 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
- 12.4.3 Approval of County Counsel and the Chief Administrative Office is obtained prior to any such amendment to this Contract; and
- 12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Office, and County Counsel of all Contract changes, in writing, within ten (10) days following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Contract. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute such COUNTY consent.
- 13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar contracts. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Contracts.
- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Contract or otherwise.

14.0 SUBCONTRACTING

- 14.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract

may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.

- 14.2 All of the provisions of this Contract and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 14.4.1 An executed Employee Acknowledgment and Confidentiality Contract, Exhibit D, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
 - 14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Contract, and
 - 14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 14.5 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

- 14.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

16.0 COVENANT AGAINST CONTINGENT FEES

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

- 17.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Contract within the following conditions:

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

- 18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with Applicable Laws.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

- 20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.

- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid submitted in response to the Invitation for Bids, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

22.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Contract may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

23.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Contract, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.

23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.

23.4 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Contract, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Contract

or that the default was excusable under provisions of this Contract, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
 - 25.2.1 Stop services under this Contract on the effective date of termination.

25.2.2 To the extent possible, continue to perform, as required by this Contract until the effective date of termination.

25.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated services.

25.4 Subject to the provisions of Section 25.3, above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Contract. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Contract as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 Responsible Contractor

A responsible contractor is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

26.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract,

debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

26.3 Non-responsible Contractor

The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

26.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

26.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

26.7 Subcontractors of Contractor

These terms shall also apply to subcontractors of COUNTY Contractors.

27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the COUNTY's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.
- 27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

28.0 CONFLICT OF INTEREST

- 28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to

unlawfully influence COUNTY's approval or ongoing evaluation of such services.

28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with, or resulting from this Contract or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit F.

31.0 CONFIDENTIALITY

31.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Contract", Exhibit D. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

32.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.

32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

32.5 CONTRACTOR shall prepare and submit to Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties

encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

34.0 CRIMINAL CLEARANCES

- 34.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

| SECTION | TITLE |
|---------|--|
| 220 | Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration. |
| 243.4 | Sexual battery. |
| 245 | Assault with a deadly weapon or force likely to produce great bodily injury. |
| 261.5 | Unlawful sexual intercourse with a minor. |
| 264.1 | Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person. |
| 272 | Causing, encouraging or contributing to delinquency of person under age 18. |
| 273a | Great bodily harm or death to child; endangerment of person or health. |
| 273ab | Assault resulting in death of child under 8 years of age. |
| 273d | Infliction of corporal punishment or injury on child resulting in traumatic condition. |
| 273g | Degrading, immoral or vicious practices in the presence of children. |
| 273.5 | Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition. |
| 286 | Sodomy. |
| 288 | Lewd or lascivious acts upon the body of a child under age 14. |
| 288a | Unlawful oral copulation. |

| | |
|---------------|---|
| | |
| 289 | Forcible acts of sexual penetration against the victim's will. |
| | |
| 290 | Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college. |
| | |
| 314 | Indecent exposure. |
| | |
| 368(b) | Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult. |
| | |
| 647 (a) & (d) | Disorderly conduct relating to lewd act/behavior or prostitution. |
| | |
| 647.6 | Annoyance of or molesting a child under age 18. |
| | |
| 667.5(c) | Violent felony. |

35.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 35.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
- 35.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Section 23.0, Termination of Contract for Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

37.0 FORMER FOSTER YOUTH CONSIDERATION

37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give third consideration (after COUNTY employees, and GAIN participants as described above) for any such position(s) to qualified former foster youth. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. CONTRACTOR shall notify COUNTY of any new or vacant position(s) within CONTRACTOR's firm by sending via mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

DCFS
Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
Attention: [Attn: Dr. Jeff Dorsey](#)
FAX: (213) 637-0035

37.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

37.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

38.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Contract.
- 38.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012
FAX: (213) 680-2450

- 38.3 CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

39.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 39.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 39.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices (s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
21415 Plummer Street
Chatsworth, CA 91311

Region II – West San Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando
Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West
County
Exposition Park Sub-Office
3833 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA 90221

Region VI – Southeast County
5460 Bandini Blvd.
City of Bell, CA 90201

Region VI –Southeast County
Belvedere Sub-Office
5445 Whittier Boulevard
Los Angeles, CA 90022

Region VII – East San Fernando
County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

39.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

39.4 CONTRACTOR is exempt from the provisions of this Section 39.0 if it is a governmental entity.

40.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los

Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

41.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

42.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 43.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 43.3 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.2;
- 43.5.2 Any materials, data and information covered under Section 43.1; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Sections 43.4, 43.5, and 43.6 shall survive the expiration or termination of this Contract.

44.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

45.0 CHILD ABUSE PREVENTION REPORTING

45.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

45.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

45.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

45.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

45.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

46.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit C.

47.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

48.0 DISPUTE RESOLUTION PROCEDURE

- 48.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 48.0.
- 48.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 48.3 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 48.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 48.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 48.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 48.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective

representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

- 48.7 Notwithstanding any other provision of this Contract, COUNTY's right to terminate this Contract pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 43.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 49.0, Dispute Resolution Procedure.

49.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G and incorporated by reference into and made a part of this Contract.

49.1 Written Employee Jury Service Policy

49.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

49.1.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90)

days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 49.0. The provisions of this Section 49.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

49.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

49.1.4 CONTRACTOR's violation of this Section 49.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

52.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

53.0 INTERPRETATION OF CONTRACT

53.1 Validity

53.1.1 The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

53.2 Governing Laws, Jurisdiction and Venue

53.2.1 This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

53.3 Captions and Section Headings

53.3.1 Each paragraph and certain subparagraphs of this Contract have been supplied with captions, which serve only as guides to the contents. The captions do not control the meaning of any

paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

53.4 Waiver

53.4.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

NOTIFICATION DELIVERY SERVICES CONTRACT

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

YOAKUM INVESTIGATIONS
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Kathy Bramwell, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES CONTRACT

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES CONTRACT
STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values

and goals for guiding this effort to integrate the health and human services delivery system.

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service And Satisfaction Standards in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

The County of Los Angeles (COUNTY) Department of Children and Family Services (DCFS) is responsible for the timely delivery of Notification Letters to parents and/or legal guardians to inform them of the removal of the children under their legal care and other required notices of the dependency court, pursuant to the California Welfare and Institutions Code, Sections 290.1-297 (Exhibit J). Failure to notify parents/guardians may result in unnecessary continuances or court actions, or, in some cases, children being released to parents or guardians who have abused them in the past. Additionally, the court may impose monetary sanctions against the COUNTY in the event of such failure.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 **Children's Social Worker (CSW)** – Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.2 **CONTRACTOR** – The party identified on the Contract selected by the COUNTY to provide the services described in this Contract.
- 3.3 **CONTRACTOR's Project Director (CPD)** – CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work.

- 3.4 **COUNTY** – The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 3.5 **COUNTY's Program Manager (CPM)** – County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.6 **Database** –Microsoft Access 97 or 2000 software or equivalent program(s) containing record information from the Service Request and the Delivery Record including, but not limited to: Case Number, Date of Hearing, Name of Child, Name of Parent, Address, Phone Number, and Name of IDC Caseworker, Service Request receipt time, delivery attempted date and time for undeliverable of notification letter, delivery completion date and time.
- 3.7 **Delivery Record (DR)** – An electronic report transmitted by e-mail (or alternate means) from the CONTRACTOR to the COUNTY, which confirms, details and documents delivery and attempted delivery of all Notification Letters. The report includes the date and time the Service Request was received, the child's name, time Service Request confirmation was sent back to DCFS, the time the Service Request was delivered, the county, state and country where the SR was delivered, efforts made to deliver undeliverable Service Requests.
- 3.8 **Fax Transmittal** – The secondary method used by the COUNTY to transmit Service Requests to the CONTRACTOR in the event that E-mail is not operational.
- 3.9 **Internet E-mail Transmittal** – The primary method used by the COUNTY to transmit Service Requests to the CONTRACTOR.
- 3.10 **Notification Letter** - A message or written notice, of which the COUNTY is responsible for ensuring the personal and physical delivery. COUNTY chooses to fulfill this obligation via this Contract, but may utilize any means to ensure the proper delivery of such notices.
- 3.11 **Service Request (SR)** – An electronic requested transmitted by e-mail (or alternate means) from the COUNTY to the CONTRACTOR for delivery of a Notification Letter.
- 3.12 **Subcontract** – A contract by which a third party (subcontractor) agrees to provide activities/services or materials necessary to fulfill, in whole or in part, the Contract between COUNTY and CONTRACTOR. No performance of the contract may be subcontracted by CONTRACTOR without express written authority of the COUNTY.

- 3.13 **Telephonic Transmittal** – An alternate method used by the COUNTY to transmit Service Requests to the CONTRACTOR in the event that e-mail and fax capabilities are not operational.
- 3.14 **User Complaint Report (UCR)** - A report prepared by COUNTY personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 CONTRACTOR shall provide a Project Director to manage all operations in connection with providing the services of this Contract. The CONTRACTOR's Project Director (CPD) is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.

4.1.1 The CPD and designated alternate must be able to read, write, speak and understand English.

4.1.2 CONTRACTOR shall immediately notify the COUNTY's Program Manager of any change in the CPD.

4.1.3 The CPD or designated alternate shall be available to COUNTY's authorized personnel during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except COUNTY holidays.

4.1.4 CPD shall respond to any and all subsequent pages within one (1) hour.

4.1.5 The CPD and the delegated alternate is:

CPD:

Alternate:

- 4.2 The COUNTY shall provide a Program Manager to coordinate the delivery of the services of this Contract with the CPD.

- 4.2.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract.
- 4.2.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.2.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond the terms of this Contract.
- 4.2.4 The COUNTY's Program Manager (CPM) and designated alternate - up is:

Pamela Prewitt-McZeal
(323) 881-1309 / e-mail: prewip@dcfs.co.la.ca.us

Patricia Carhart
(323) 881-1313 / e-mail: carhap@dcfs.co.la.ca.us
Edelman Children's Court
2525 Corporate Place
Monterey Park, CA 91754

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 COUNTY will provide all forms required for the performance of the Contract services.
- 5.2 COUNTY will provide CONTRACTOR with a UCR (Exhibit A-6) for every instance in which tasked defined in paragraphs 6.0 through 15.3 of the SOW are not met.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of the CONTRACTOR's personnel.
- 6.2 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 6.3 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage,

medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

- 6.4 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.5 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 6.6 CONTRACTOR shall comply 100% of the time with all of the requirements and timeframes specified in the SOW.

7.0 REPORTS AND RECORD KEEPING

- 7.1 CONTRACTOR shall provide COUNTY with a monthly service report, and a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.
- 7.2 CONTRACTOR shall prepare and submit a Notification Delivery Services Monthly Summary Report (Exhibit A-5a) to the CPM by the 10th business day following the end of the prior month. CONTRACTOR shall forward copies of such reports to: Pamela Prewitt-McZeal, Program Manager, at Edelman Children's Court 2525 Monterey Park, CA 91754. A copy of the report must also be retained for CONTRACTOR's records.
- 7.3 CONTRACTOR shall maintain complete records of all SRs, DRs, and Notification Letters initiated for DCFS, and all other records related to this Contract, in accordance with paragraph 6.0, Records and Audits, of the Contract.
- 7.4 CONTRACTOR shall collect, maintain, and report data detailing the number of notification letters delivered in each of the four delivery classification service areas, as defined in Section 8.0, Scope of Work, on a monthly basis. CONTRACTOR shall submit the "Provider Monthly Service Report" (K) to the COUNTY's Program Manager, at Edelman Children's Court 2525 Monterey Park, CA 91754 and DCFS Contracts Administration, Attention Walter Chan, at 425 Shatto Place, Room 400, Los Angeles, CA 90020, no later than fifteen (15) calendar days after the end of each calendar month.

8.0 SCOPE OF WORK

- 8.1 COUNTY shall submit requests to CONTRACTOR for the delivery of Notification Letters to families, caregivers, and legal guardians regarding specific legal action or proceedings, of which the COUNTY is responsible for ensuring the delivery. Although the COUNTY does not guarantee any minimum number of Notification Letters to be delivered, the COUNTY is currently requiring the delivery of approximately 1,200 Notification Letters per month (approximately 14,400 per year), and is subject to change. Below are approximate annual numbers of Notification Letters delivered per delivery service area:

| <u>DELIVERY CLASSIFICATION SERVICE AREAS</u> | <u>NUMBER OF NOTIFICATIONS (Per Classification)</u> | <u>PERCENT OF TOTAL NOTIFICATIONS (Per Classification)</u> |
|---|---|--|
| Notification Delivery Service to Los Angeles County | 12,485 | 86% |
| Notification Delivery Service to Orange, Ventura, Riverside, San Bernardino, Kern or San Diego Counties | 1,235 | 9% |
| Notification Delivery Service to anywhere in the USA other than Counties named above | 576 | 4% |
| International Service to any country other than the USA | 144 | 1% |

9.0 RECEIPT OF SERVICE REQUEST (SR)

- 9.1 CONTRACTOR must be able to receive the SR by way of secure Internet E-mail transmittal, Fax transmittal and Telephonic transmittal from various DCFS office locations.
- 9.1.1 The primary method for CONTRACTOR to receive and for COUNTY to transmit is by secure Internet E-mail. Alternate methods of receiving SRs (Fax and telephone) shall be utilized on an interim basis.
- 9.1.2 In the event secure Internet E-mail is not available, CONTRACTOR shall receive the SR via secure Fax transmittal. CONTRACTOR shall utilize a Fax machine(s) dedicated solely to the services of this Contract, and that is secured in a location at CONTRACTOR's facilities that ensures the confidentiality of DCFS client information. CONTRACTOR shall provide the Fax number to such a fax machine that operates on a 24-hour basis.

- 9.1.3 CONTRACTOR must ensure the content of the Notification Letters remain confidential and are not mistakenly commingled with each other or other fax messages.
- 9.1.4 In the event that secure Internet E-mail or Fax transmittals are not available, CONTRACTOR shall receive the SR via secure telephonic transmittal.
- 9.1.5 CONTRACTOR shall provide a toll free number to receive the SR information.
- 9.2 CONTRACTOR shall confirm receipt of SR using the same method that the transmittal was made, either by Internet E-mail or Fax, or Telephonic to the requesting location within one (1) minute of the receipt the SR.

10.0 CONTRACTOR DELIVERY REQUIREMENTS

- 10.1 CONTRACTOR shall deliver Notification Letters and document the delivery on the Delivery Log (Exhibit A-5), in accordance with this Contract, within the timeframes specified below, based on Pacific Standard Time:
 - 10.1.1 Notification Letters for delivery within Los Angeles County to addressees not incarcerated in a County, State, or Federal detention facility shall be delivered 3 hours from the time the SR was confirmed received by CONTRACTOR.
 - 10.1.2 Notification Letters for delivery outside Los Angeles County, but within Orange, Ventura, Riverside, San Bernardino, Kern, or San Diego Counties to addressees not incarcerated in a County, State, or Federal detention facility shall be delivered 4 hours from the time the SR was confirmed received by CONTRACTOR.
 - 10.1.3 Notification Letters for delivery to addressees incarcerated in a Los Angeles County detention facility shall be delivered 4 hours from the time the SR was confirmed received by CONTRACTOR.
 - 10.1.4 Notification Letters for delivery outside Los Angeles, Orange, Ventura, Riverside, San Bernardino, Kern, or San Diego Counties, but within the United States to addressees not incarcerated in a County, State, or Federal detention facility shall be delivered 5 hours from the time the SR was confirmed received by CONTRACTOR.
 - 10.1.5 Notification Letters for delivery to addressees incarcerated in a State, or Federal detention facility shall be delivered 5 hours from the time the SR was confirmed received by CONTRACTOR.

10.1.6 Notification Letters for delivery to addressees outside the United States shall be delivered 6 hours from the time the SR was confirmed received by CONTRACTOR.

- 10.2 CONTRACTOR shall immediately report in writing to the CPM any Notification Letter that is not delivered within the specified timeframes with a clear, detailed explanation as to the reason for the failed delivery. In the event of an emergency, e.g., floods, fires, earthquakes, or any other type of unforeseen circumstances, which may preclude delivery of a Notification Letter(s) within the required timeframes, CONTRACTOR shall provide CPM with a written description of the emergency and shall document any attempts made to complete the delivery(ies) within two (2) hours of the first attempt to deliver such Notification Letter(s).
- 10.3 In cases where the addressee is not physically available, service of the notice may be delivered to any adult residing at the last known address of the addressee.
- 10.4 Service of the notice to an adult, other than the addressee, shall be delivered in a sealed envelope to ensure that the content of the Notification Letter remain confidential.
- 10.5 In cases where an adult is not available or no one is at the address, CONTRACTOR must leave two copies of the notice; one notice must be placed under or taped to addressee's door and the second notice must be placed inside or near addressee's mailbox. Notices placed under or taped to addressee's door and placed inside or near addressee's mailbox shall be in a sealed envelope to ensure that the content of the Notification Letter remain confidential.
- 10.6 In cases where a resident, at the last known address of the addressee, informs the CONTRACTOR that the addressee does not reside at that location, CONTRACTOR must proceed with service of the notice to an adult at the last known address provided by the COUNTY. If the adult refuses to accept the notice, CONTRACTOR must leave two copies of the notice: one notice must be placed under or taped to addressee's door and the second notice must be placed inside or near addressee's mailbox. Notices placed under or taped to addressee's door and placed inside or near addressee's mailbox shall be in a sealed envelope to ensure that the content of the Notification Letter remain confidential.

11.0 CONFIRMATION OF DELIVERY

- 11.1 CONTRACTOR shall confirm the delivery of Notification Letters by e-mail, with fax transmission and telephonic messages utilized as a back-up in the event that CONTRACTOR's e-mail capabilities are temporarily unavailable. If CONTRACTOR utilizes the back-up methods for

submitting delivery confirmation, CONTRACTOR shall maintain its e-mail capabilities at all times during the term of this Contract.

11.1.1 Prior to 7:30 a.m. of the date following receipt of an SR, CONTRACTOR shall e-mail to the CPM confirmation of each delivery based on the information contained in the DR. CONTRACTOR shall continue this process until it receives confirmation that DCFS has received the DR information. The CPM may establish a separate electronic form (or other method) for the CONTRACTOR to utilize for submitting delivery confirmation.

11.1.2 If by 7:30 a.m., CONTRACTOR is not successful in submitting the confirmation to the CPM by e-mail, CONTRACTOR shall proceed to utilize the fax transmittal procedure set forth in 11.1.3 below, and shall continue e-mail attempts.

11.1.3 DCFS will provide two Fax numbers (a primary and alternate) to CONTRACTOR as a back-up to the e-mail method of submitting delivery confirmation. CONTRACTOR shall provide DCFS with written confirmation of delivery (or efforts made thereof) and other information contained in the DR via fax and continue attempts via e-mail. If by 7:45 a.m. of the date following receipt of the SR, confirmation by e-mail is not possible CONTRACTOR shall fax the DR information to the CPM until CONTRACTOR receives confirmation that DCFS has received the DR. If successful delivery confirmation is not received prior to 7:45 a.m., CONTRACTOR shall continue e-mail and fax attempts and proceed to telephone transmittal procedure set forth in Section 11.1.4 below.

11.1.4 Prior to 8:00 a.m. of the date following receipt of the SR, CONTRACTOR shall provide DCFS with confirmation of delivery, or attempted delivery, and other information contained in the DR via telephone. CONTRACTOR shall continue e-mail and fax attempts until CONTRACTOR receives confirmation that DCFS has received the DR information. CONTRACTOR may leave a voice mail message with the CPM of the information contained in the DR.

12.0 SECURE INTERNET AND E-MAIL CAPABILITIES

CONTRACTOR shall provide and maintain, at no additional cost to the COUNTY, Internet and e-mail capabilities that are secure and allows immediate transmittal of SRs, confirmation of SR receipts, DR confirmations, and other information as described in paragraph 9.0, Receipt of Service Request, and as required by the CPM. CONTRACTOR shall be responsible for the development and maintenance of the Internet web site and e-mail system using state-of-the-art internet/e-mail software, services and related products.

- 12.1 CONTRACTOR is responsible for maintaining the confidentiality of DCFS client information, in accordance with Contract, Section 31.0, Confidentiality. In order to ensure legal compliance regarding the confidentiality of DCFS client information, CONTRACTOR's secure internet/e-mail system shall remain impervious to 'hackers' or any unauthorized parties.
- 12.2 Any secure Internet and e-mail systems, related programs, software, repairs, and maintenance provided by CONTRACTOR shall be subject to the COUNTY's approval. COUNTY reserves the right to reject such items and require immediate replacement by CONTRACTOR.
- 12.3 CONTRACTOR shall create "electronic form" versions of the required SRs using the information provided in Exhibits A2, A3, and A4. CONTRACTOR shall coordinate with the CPM the creation and updating of the electronic SR forms and any other required form so that the appropriate information fields are incorporated.

13.0 SOFTWARE AND DOCUMENTATION/DATABASE SUPPORT

CONTRACTOR shall maintain a Delivery Log documenting all dispatches and deliveries, including, but not limited to, SRs received by CONTRACTOR, completed and non-completed deliveries, and receipt of DRs. CONTRACTOR shall keep current on a daily basis all information relating to the delivery of Notification Letters on the Delivery Log database.

- 13.1 CONTRACTOR shall, at no additional cost to the COUNTY, utilize Microsoft Access 97 or 2000 database or equivalent software for the creation and maintenance of the Delivery Log.
- 13.2 CONTRACTOR shall format and incorporate into the Delivery Log the information indicated on the Sample Delivery Log found in Exhibit A-5.
- 13.3 Any database software program, updates, and maintenance provided by CONTRACTOR shall be subject to the COUNTY's approval. COUNTY reserves the right to reject such items and require immediate replacement by CONTRACTOR.
- 13.4 The Delivery Log database must be accessible to COUNTY through the use of password(s).
- 13.5 CONTRACTOR shall provide COUNTY with ability to search the Delivery Log database by various records and fields or combinations thereof including, but not limited to, Case Number, Date of Hearing, Name of Child, Name of Parent, Address, Phone Number, SR receipt time, delivery attempt times for undeliverable notification letters, or delivery completed times. For example, if the parent refuses the notification letters, the

CONTRACTOR logs his/her statements. This information may be used to substantiate reports to the court filed by the COUNTY that reasonable attempts were made to notify parents/guardians.

14.0 TRAINING AND SUPPORT

14.1 Training

CONTRACTOR shall provide instructional materials and training on the use of CONTRACTOR's internet/e-mail system, including, but not limited to, the proper transmittal of SRs, receipt of Delivery Log database files, and other information, as required by the CPM. CONTRACTOR shall also provide adequate training to COUNTY personnel on the use of Microsoft Access 97 or 2000 or equivalent database program(s).

14.2 Customer Support

CONTRACTOR shall provide COUNTY with a toll free telephone number, whereby COUNTY personnel may ask questions and obtain assistance on a 24 hours, seven days per week basis.

14.3 On-Site Technical Support

CONTRACTOR shall provide on-site technical support to ensure that software or document format problems are corrected within three (3) hours from the time on-site technical support was requested by COUNTY. CONTRACTOR is not responsible for hardware or software repairs on personal computers owned by COUNTY.

15.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

15.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the CPM on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

15.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and the Performance Requirements Summary, Exhibit A-1. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

15.1.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-6, or both. CONTRACTOR shall respond

to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

15.1.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

15.2 In the event the COUNTY is assessed, fined, judged, penalized or ordered to pay any monetary sum to any person or entity by a court or other governmental agency or entity having jurisdiction as a result of CONTRACTOR's failure to perform the required services including, but not limited to the Statement of Work and the Performance Requirements Summary, Exhibit A-1, COUNTY shall deduct the amount of the payment from CONTRACTOR's invoice.

15.3 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.

16.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Performance Requirements Summary, Exhibit A-1. All monitoring will be conducted in accordance with Section 32.0 Contract Enforcement, Quality Assurance Plan, Monitoring, and Review of the Contract.

EXHIBIT A-1**PERFORMANCE REQUIREMENTS SUMMARY**

| Required Services | Performance Standard | Monitoring Method | Remedies for Non-compliance with Performance Standard | Default |
|--|-----------------------------|--|--|--|
| Contractor shall comply with paragraphs 4.0; 6.0; 7.0; and 9.0 through 15.0 in the SOW and all other provisions of the Contract. | 100% Compliance | <p>COUNTY monitors CONTRACTOR compliance with the Contract.</p> <p>CPM receives notices from other DCFS users.</p> <p>CPM receives results of any audit regarding CONTRACTOR compliance.</p> <p>CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each separate incident of non-compliance.</p> | <p>If two (2) UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 4.0; 6.0; 7.0; and 9.0 through 15.0 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</p> <p>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of \$100 when the following occurs:</p> <p>1) For each UCR over two (2) submitted in a twelve-month period that indicates that CONTRACTOR is not in compliance with paragraphs 4.0; 6.0; 7.0; and 9.0 through 15.0 in the SOW and/or any other provision of the Contract; or</p> <p>2) Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval.</p> | <p>The COUNTY may terminate this Contract in accordance with Section 23.0, Termination For Contractor's Default, of the Contract if five (5) or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in a twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance or failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted by CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p> |

EDMUND D. EDELMAN CHILDREN'S COURT
DEPARTMENT OF CHILDREN and FAMILY SERVICES
NOTIFICATION DELIVERY SERVICE REQUEST

ADDRESSEE

DATE

STREET

APT/UNIT NUMBER

CITY

STATE (AND COUNTRY
IF OUTSIDE USA)

ZIP CODE

OLDEST MINOR'S NAME

SECTION NEEDED

- ☐ Include English Text Automatically
- ☐ Include Spanish Text Automatically
- ☐ Include English & Spanish Text
Automatically

TRANSMITTAL ACTION

CHILDREN'S SOCIAL WORKER

CHILDREN'S SOCIAL WORKER E-MAIL:
@dcfs.co.la.ca.us

CHILDREN'S SOCIAL WORKER
PHONE NUMBER

CHILDREN'S SOCIAL WORKER
FAX NUMBER

PREPARER

PREPARER E-MAIL

PREPARER PHONE NUMBER

PREPARER FAX NUMBER

COURT DATE

CASE NUMBER

DEPARTMENT NUMBER

ENGLISH TEXT

A PETITION HAS BEEN FILED IN LOS ANGELES JUVENILE COURT INVOLVING YOUR CHILD/CHILDREN. THE COURT REQUIRES YOUR ATTENDANCE AT THE DETENTION HEARING IN JUVENILE COURT AT: 201 CENTRE PLAZA DRIVE, MONTEREY PARK, CA, 91754. REPORT TO THE RECEPTION DESK AT 8:15AM ON THE COURT DATE. IF UNABLE TO ATTEND, PLEASE CALL COURT AT (323) 526-6767. TRY TO BRING WITH YOU THOSE RELATIVES TO WHOM THE COURT CAN CONSIDER RELEASING YOUR CHILD/CHILDREN.

SPANISH TEXT

UNA PETICION SE HA REQISTRADO EN LA CORTE JUVENIL DE LOS ANGELES CON REFERENCIA A SU(S) HIJO/HIJOS. LA CORTE REQUIERE SU PRESENCIA EN LA AUDENCIA DE DENTENCION EN LA CORTE JUVENIL. DIRECCION: 201 CENTRE PLAZA DRIVE, MONTEREY PARK, CA 91754. TIENE QUE ESTAR EN LA RECEPCION A LAS 8:15AM EL DIA DE CORTE. SI NO PUEDE ASISTIR, FAVOR DE LLAMAR A LA CORTE AL (323) 526-6767. TRATE DE TRAER CON USTED AQUELLOS PARIENTES A QUIENES LA CORE PUEDE CONSIDERAR ENTREGAR A SU(S) HIJO/HIJOS.

ANTELOPE VALLEY DEPENDENCY COURT
DEPARTMENT OF CHILDREN and FAMILY SERVICES
NOTIFICATION DELIVERY SERVICE REQUEST

ADDRESSEE

DATE

STREET

APT/UNIT NUMBER

CITY

STATE (AND COUNTRY IF
OUTSIDE USA)

ZIP CODE

OLDEST MINOR'S NAME

SECTION NEEDED

- ☐ Include English Text Automatically
- ☐ Include Spanish Text Automatically
- ☐ Include English & Spanish Text
Automatically

TRANSMITTAL ACTION ____

CHILDREN'S SOCIAL WORKER
WORKER E-MAIL

CHILDREN'S SOCIAL
@dcfs.co.la.ca.us

CHILDREN'S SOCIAL WORKER
PHONE NUMBER

CHILDREN'S SOCIAL WORKER
FAX NUMBER

PREPARER

PREPARER E-MAIL

PREPARER PHONE NUMBER

PREPARER FAX NUMBER

COURT DATE

CASE NUMBER

DEPARTMENT NUMBER _____

ENGLISH TEXT

A PETITION HAS BEEN FILED IN LOS ANGELES JUVENILE COURT INVOLVING YOUR CHILD/CHILDREN. THE COURT REQUIRES YOUR ATTENDANCE AT THE DETENTION HEARING IN JUVENILE COURT AT: 201 CENTRE PLAZA DRIVE, MONTEREY PARK, CA, 91754. REPORT TO THE RECEPTION DESK AT 8:15AM ON THE COURT DATE. IF UNABLE TO ATTEND, PLEASE CALL COURT AT (323) 526-6767. TRY TO BRING WITH YOU THOSE RELATIVES TO WHOM THE COURT CAN CONSIDER RELEASING YOUR CHILD/CHILDREN.

SPANISH TEXT

UNA PETICION SE HA REQISTRADO EN LA CORTE JUVENIL DE LOS ANGELES CON REFERENCIA A SU(S) HIJO/HIJOS. LA CORTE REQUIERE SU PRESENCIA EN LA AUDENCIA DE DENTENCION EN LA CORTE JUVENIL. DIRECCION: 201 CENTRE PLAZA DRIVE, MONTEREY PARK, CA 91754. TIENE QUE ESTAR EN LA RECEPCION A LAS 8:15AM EL DIA DE CORTE. SI NO PUEDE ASISTIR, FAVOR DE LLAMAR A LA CORTE AL (323) 526-6767. TRATE DE TRAER CON USTED AQUELLOS PARIENTES A QUIENES LA CORTE PUEDE CONSIDERAR ENTREGAR A SU(S) HIJO/HIJOS.

FOR MATTERS OTHER THAN NOTIFICATION OF DETENTION HEARING

DEPARTMENT OF CHILDREN and FAMILY SERVICES NOTIFICATION DELIVERY SERVICE REQUEST

ADDRESSEE

DATE

STREET

APT/UNIT NUMBER

CITY

STATE (AND COUNTRY
IF OUTSIDE USA)

ZIP CODE

OLDEST MINOR'S NAME

SECTION NEEDED

- ☐ Include English Text Automatically
- ☐ Include Spanish Text Automatically
- ☐ Include English & Spanish Text
Automatically

TRANSMITTAL ACTION

CHILDREN'S SOCIAL WORKER

CHILDREN'S SOCIAL WORKER
E-MAIL@dcfs.co.la.ca.usCHILDREN'S SOCIAL WORKER
PHONE NUMBERCHILDREN'S SOCIAL WORKER
FAX NUMBER

PREPARER

PREPARER E-MAIL

PREPARER PHONE NUMBER

PREPARER FAX NUMBER

COURT HEARING ☐ NO ☐ YES

COURT DATE

CASE NUMBER

ENGLISH TEXT

INSERT ENGLISH TEXT FOR MATTERS OTHER THAN NOTIFICATION OF
DETENTION HEARING.

SPANISH TEXT

INSERT SPANISH TEXT FOR MATTERS OTHER THAN NOTIFICATION OF
DETENTION HEARING.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES**

SAMPLE DELIVERY LOG

[illegible]

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES
MONTHLY SUMMARY REPORT
FOR THE MONTH OF:**

[illegible]

USER COMPLAINT REPORT NOTIFICATION DELIVERY SERVICES

This form is to be used by DCFS users of the Notification Delivery Services to report service discrepancies and failure to deliver notification letters. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____
 DCFS Office Address: _____
 Phone No. _____ E-mail Address: _____
 Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- ☐ Contractor's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by Contractor's staff.
- ☐ Contractor not submitting reports or maintaining records as required.
- ☐ Contractor unable to receive Service Requests as required.
- ☐ Notification letters not being delivered as addressed within the time frames specified in the Contract.
- ☐ Contractor not submitting confirmation of delivery as specified in the Contract.
- ☐ Contractor not maintaining internet/e-mail service as specified in the Contract.
- ☐ Contractor not complying with the software/database requirements as specified in the Contract.
- ☐ Contractor not complying with the training and support requirements as specified in the Contract.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe): _____

To report an urgent/serious problem, call Pamela Prewitt-McZeal at: (323) 881-1309

Send UCR to Pamela Prewitt-McZeal, Program Manager, at Edelman Children's Court 2525 Monterey Park, CA 91754 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

YOAKUM INVESTIGATIONS
PRICING SCHEDULE

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Notification Delivery and Confirmation Performance Requirements Summary Exhibits, attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Notification Delivery and Confirmation Performance Requirements Summary Exhibits, Attachments, and Contract.

| <u>Delivery Classification Service Areas</u> | <u>Price Per Notification</u> <u>(Per Classification)</u> |
|---|--|
| Notification Delivery Service to Los Angeles County Only | \$12.95 |
| Notification Delivery Service to Orange, Ventura, Riverside, San Bernardino, Kern or San Diego Counties | \$12.95 |
| Notification Delivery Service to anywhere in the USA other than Counties named above | \$ 0.95 |
| International Service to any country other than the USA | \$ 0.95 |

LINE ITEM BUDGET

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE:

Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

| | OWNERS/ PARTNERS/ ASSOCIATE PARTNERS | MANAGERS | STAFF |
|---|---|----------|-------|
| Black/African American | | | |
| Hispanic/Latin American | | | |
| Asian American | | | |
| American Indian/Alaskan Native | | | |
| White | | | |
| <i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i> | | | |
| Male | | | |
| Female | | | |

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/ African American | Hispanic/ Latin American | Asian American | American Indian/ Alaskan Native | White |
|-------|----------------------------|--------------------------------|----------------|------------------------------------|-------|
| Men | % | % | % | % | % |
| Women | % | % | % | % | % |

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM**

I understand that my employer, _____ (i.e., CONTRACTOR/SUBCONTRACTOR), has entered into an Agreement with the County of Los Angeles (i.e., COUNTY) or CONTRACTOR/SUBCONTRACTOR to provide services. As a condition of my being employed by CONTRACTOR/SUBCONTRACTOR for the provision of these services, I am signing this Employee Acknowledgement and Confidentiality Agreement Form. I understand and agree that I am not an employee of COUNTY for any purpose and that I do not have any and will not acquire any rights or benefits from COUNTY as a result of any agreement between my employer (i.e., CONTRACTOR/SUBCONTRACTOR) and COUNTY.

As an employee of CONTRACTOR/SUBCONTRACTOR involved with providing these services, I may have access to confidential information pertaining to clients of DCFS. I understand and agree that any and all information and data, whether written or oral, obtained about DCFS clients or from DCFS clients while performing work pursuant to the Agreement between CONTRACTOR and COUNTY is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any unauthorized person. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO COMPLY WITH THESE STATEMENTS.

Signature of Employee

Date

Print Name

Title/Position

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 Accounting System

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

| | | | |
|--------------|-----|----|-----|
| Example: | | DR | |
| CR | | | |
| Rent Expense | 100 | | |
| Rent Payable | | | 100 |

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
- County payments (one per funding source)

- Contributions
- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- ☐ date
- ☐ check number
- ☐ cash (credit) column
- ☐ expense account name
- ☐ description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- ☐ The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- ☐ If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- ☐ Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- ☐ Name
- ☐ Position
- ☐ Social Security Number
- ☐ Salary (hourly wage)
- ☐ Payment Record including:
 - ☐ accrual period
 - ☐ gross pay
 - ☐ itemized payroll deductions
 - ☐ net pay amount
 - ☐ check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract

period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □ invoices – vender name and date
- □ checks – number
- □ vouchers –number
- □ revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards,

including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

- 5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other

items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this

method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

| | |
|--|-----------------|
| Agency-wide indirect costs | \$250,000 |
| Less: Capital expenditures | <u>10,000</u> |
| Allocable indirect costs | 240,000 |
| Total agency-wide indirect salaries | \$1,000,000 |
| Indirect cost rate (\$240,000/\$1,000,000) | 24% |
| Program direct salaries | \$100,000 |
| Program indirect costs (24% x \$100,000) | <u>\$24,000</u> |

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance

with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from

CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

EXHIBIT F

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?
Notice 1015**

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)



EXHIBIT G**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|---|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For (Type of Goods or Services): | | |

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

**“Contractor Employee Jury Service”
Los Angeles County Code Sections 2.203.010 through 2.203.090**

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



**En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado tener este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

WELFARE AND INSTITUTIONS CODE SECTION 290.1-297
NOTICES IN DEPENDENT CHILD PROCEEDINGS

290.1. If the probation officer or social worker determines that the child shall be retained in custody, he or she shall immediately file a petition pursuant to Section 332 with the clerk of the juvenile court, who shall set the matter for hearing on the detention hearing calendar. The probation officer or social worker shall serve notice as prescribed in this section.

(a) Notice shall be given to the following persons whose whereabouts are known or become known prior to the initial petition hearing:

- (1) The mother.
- (2) The father or fathers, presumed and alleged.
- (3) The legal guardian or guardians.
- (4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) If there is no parent or guardian residing in California, or if the residence is unknown, then to any adult relative residing within the county or if none, the adult relative residing nearest the court.

(7) The attorney for the parent or parents, or legal guardian or guardians.

(8) The district attorney, if the district attorney has notified the clerk of the court that he or she wishes to receive the petition, containing the time, date, and place of the hearing.

(9) The probate department of the superior court that appointed the guardian, if the child is a ward of a guardian appointed pursuant to the Probate Code.

(10) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) The notice shall be given as soon as possible after the filing of the petition. In the case of an Indian child, if notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) The notice of the initial petition hearing shall include all of the following:

- (1) The date, time, and place of the hearing.
- (2) The name of the child.
- (3) A copy of the petition.

(e) Service of the notice shall be written or oral. If the person being served cannot read, notice shall be given orally. In the case of an Indian child, notice to the Bureau of Indian Affairs, if necessary, shall be by registered mail, return receipt requested.

290.2. Upon the filing of a petition by a probation officer or social worker, the clerk of the juvenile court shall issue notice, to which shall be attached a copy of the petition, and he or she shall cause the same to be served as prescribed in this section.

(a) Notice shall be given to the following persons whose address is known or becomes known prior to the initial petition hearing:

- (1) The mother.
- (2) The father or fathers, presumed and alleged.
- (3) The legal guardian or guardians.
- (4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) If there is no parent or guardian residing in California, or if the residence is unknown, to any adult relative residing within the county or if none, the adult relative residing nearest the court.

(7) Upon reasonable notification by counsel representing the child, parent, or guardian, the clerk of the court shall give notice to that counsel as soon as possible.

(8) The district attorney, if the district attorney has notified the clerk of the court that he or she wishes to receive the petition, containing the time, date, and place of the hearing.

(9) The probate department of the superior court that appointed the guardian, if the child is a ward of a guardian appointed pursuant to the Probate Code.

(10) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) Notice shall be served as follows:

(1) If the child is retained in custody, the notice shall be given to the persons required to be noticed as soon as possible, and at least five days before the hearing, unless the hearing is set to be heard in less than five days in which case notice shall be given at least 24 hours prior to the hearing.

(2) If the child is not retained in custody, the notice shall be given to those persons required to be noticed at least 10 days prior to the date of the hearing. If any person who is required to be given notice is known to reside outside of the county, the clerk of the juvenile court shall mail the notice and copy of the petition by first-class mail, to that person as soon as possible after the filing of the petition and at least 10 days before the time set for hearing. Failure to respond to the notice is not cause for an arrest or detention. In the instance of a failure to appear after notice by first-class mail, the court shall direct that the notice and copy of the petition be personally served on all persons required to receive the notice and copy of the petition. For these purposes, personal service of the notice and copy of the petition outside of the county at least 10 days before the time set for hearing is equivalent to service by first-class mail. Service may be waived by any person by a voluntary appearance entered in the minutes of the court or by a written waiver of service filed with the clerk of the court at, or prior to, the hearing.

(3) In the case of an Indian child, if notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) The notice of the initial petition hearing shall include all of the following:

- (1) The date, time, and place of the hearing.
- (2) The name of the child.
- (3) A copy of the petition.

(e) In the case of an Indian child, notice to the Bureau of Indian Affairs, if necessary, shall be by registered mail, return receipt requested.

291. After the initial petition hearing, the clerk of the court shall cause the notice to be served in the following manner:

(a) Notice of the hearing shall be given to the following persons:

(1) The mother.

(2) The father or fathers, presumed and alleged.

(3) The legal guardian or guardians.

(4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) Each attorney of record unless counsel of record is present in court when the hearing is scheduled, then no further notice need be given.

(7) If there is no parent or guardian residing in California, or if the residence is unknown, then to any adult relative residing within the county or if none, the adult relative residing nearest the court.

(8) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) Notice shall be served as follows:

(1) If the child is detained, the notice shall be given to the persons required to be noticed as soon as possible, and at least five days before the hearing, unless the hearing is set less than five days and then at least 24 hours prior to the hearing.

(2) If the child is not detained, the notice shall be given to those persons required to be noticed at least 10 days prior to the date of the hearing.

(3) In the case of an Indian child, notice is to be given no less than 10 days before the hearing. If notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) The notice shall include all of the following:

(1) The name and address of the person notified.

(2) The nature of the hearing.

(3) Each section and subdivision under which the proceeding has been initiated.

(4) The date, time, and place of the hearing.

(5) The name of the child upon whose behalf the petition has been brought.

(6) A statement that:

(A) If they fail to appear, the court may proceed without them.

(B) The child, parent, guardian, Indian custodian, or adult relative to whom notice is required to be given is entitled to have an attorney present at the hearing.

(C) If the parent, guardian, Indian custodian, or adult relative is indigent and cannot afford an attorney, and desires to be represented by an attorney, the parent, guardian, Indian custodian, or adult relative shall promptly notify the clerk of the juvenile court.

(D) If an attorney is appointed to represent the parent, guardian, Indian custodian, or adult relative, the represented person shall be liable for all or a portion of the costs to the extent of his or her ability to pay.

(E) The parent, guardian, Indian custodian, or adult relative may be liable for the costs of support of the child in any out-of-home placement.

(7) A copy of the petition.

(8) In the case of an Indian child, the notice shall contain a statement that the parent or Indian custodian and the tribe have a right to intervene at any point in the proceedings. The notice shall also include a statement that the parent or Indian custodian and the tribe shall, upon request, be granted up to 20 additional days to prepare for the proceedings.

(e) Service of the notice of the hearing shall be given in the following manner:

(1) If the child is detained and the persons required to be noticed are not present at the initial petition hearing, they shall be noticed by personal service or by certified mail, return receipt requested.

(2) If the child is detained and the persons required to be noticed are present at the initial petition hearing, they shall be noticed by personal service or by first-class mail.

(3) If the child is not detained, the persons required to be noticed shall be noticed by personal service or by first-class mail, unless the person to be served is known to reside outside the county, in which case service shall be by first-class mail.

(4) In the case of an Indian child, notice shall be by registered mail, return receipt requested.

(f) Any of the notices required to be given under this section or Sections 290.1 and 290.2 may be waived by a party in person or through his or her attorney, or by a signed written waiver filed on or before the date scheduled for the hearing.

292. The social worker or probation officer shall give notice of the review hearing held pursuant to Section 364 in the following manner:

(a) Notice of the hearing shall be given to the following persons:

(1) The mother.

(2) The presumed father or any father receiving services.

(3) The legal guardian or guardians.

(4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) Each attorney of record, if that attorney was not present at the time that the hearing was set by the court.

(7) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) The notice of the hearing shall be served not earlier than 30 days, nor later than 15 days, before the hearing. In the case of an Indian child, if notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) (1) The notice shall contain a statement regarding the nature of the hearing to be held and any change in the custody or status of the child being recommended by the supervising agency. The notice shall also include a statement that the child and the parent or parents or legal guardian or guardians have a right to be present at the hearing, to be represented by counsel at the hearing and the procedure for obtaining appointed counsel, and to present evidence regarding the proper disposition of the case. The notice shall also

state that if the parent or parents or legal guardian or guardians fail to appear, the court may proceed without them.

(2) In the case of an Indian child, the notice shall contain a statement that the parent or Indian custodian and the tribe have a right to intervene at any point in the proceedings. The notice shall also include a statement that the parent or Indian custodian and the tribe shall, upon request, be granted up to 20 additional days to prepare for the proceedings.

(e) (1) Service of the notice shall be by personal service, by first-class mail, or by certified mail, return receipt requested, addressed to the last known address of the person to be noticed.

(2) In the case of an Indian child, notice shall be by registered mail, return receipt requested.

293. The social worker or probation officer shall give notice of the review hearings held pursuant to Section 366.21 or 366.22 in the following manner:

(a) Notice of the hearing shall be given to the following persons:

(1) The mother.

(2) The presumed father or any father receiving services.

(3) The legal guardian or guardians.

(4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) In the case of a child removed from the physical custody of his or her parent or legal guardian, the foster parents, relative caregivers, community care facility, or foster family agency having physical custody of the child.

(7) Each attorney of record if that attorney was not present at the time that the hearing was set by the court.

(8) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) The notice of hearing shall be served not earlier than 30 days, nor later than 15 days, before the hearing. In the case of an Indian child, if notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) (1) The notice shall contain a statement regarding the nature of the hearing to be held and any change in the custody or status of the child being recommended by the supervising agency. If the notice is to the child, parent or parents, or legal guardian or guardians, the notice shall also advise them of the right to be present, the right to be represented by counsel, the right to request counsel, and the right to present evidence. The notice shall also state that if the parent or parents or legal guardian or guardians fail to appear, the court may proceed without them.

(2) In the case of an Indian child, the notice shall contain a statement that the parent or Indian custodian and the tribe have a right to intervene at any point in the proceedings. The notice shall also include a statement that the parent or Indian custodian and the tribe shall, upon request, be granted up to 20 additional days to prepare for the proceedings.

(e) (1) Service of the notice shall be by first-class mail addressed to the last known address of the person to be noticed or by personal service on the person. Service of a copy of the notice shall be

by personal service or by certified mail, return receipt requested, or any other form of notice that is equivalent to service by first-class mail.

(2) In the case of an Indian child, notice shall be by registered mail, return receipt requested.

(f) Notice to a foster parent, a relative caregiver, a certified foster parent who has been approved for adoption, or the State Department of Social Services when it is acting as an adoption agency in counties that are not served by a county adoption agency or by a licensed county adoption agency, shall indicate that the person notified may attend all hearings or may submit any information he or she deems relevant to the court in writing.

294. The social worker or probation officer shall give notice of a selection and implementation hearing held pursuant to Section 366.26 in the following manner:

(a) Notice of the hearing shall be given to the following persons:

(1) The mother.

(2) The fathers, presumed and alleged.

(3) The child, if the child is 10 years of age or older.

(4) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(5) The grandparents of the child, if their address is known and if the parent's whereabouts are unknown.

(6) All counsel of record.

(7) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) The following persons shall not be notified of the hearing:

(1) A parent who has relinquished the child to the State Department of Social Services or to a licensed adoption agency for adoption, and the relinquishment has been accepted and filed with notice as required under Section 8700 of the Family Code.

(2) An alleged father who has denied paternity and has executed a waiver of the right to notice of further proceedings.

(3) A parent whose parental rights have been terminated.

(c) (1) Service of the notice shall be completed at least 45 days before the hearing date. Service is deemed complete at the time the notice is personally delivered to the person named in the notice or 10 days after the notice has been placed in the mail, or at the expiration of the time prescribed by the order for publication.

(2) In the case of an Indian child, notice to the Indian custodian and the tribe shall be completed at least 10 days before the hearing.

(3) In the case of an Indian child, if notice is given to the Bureau of Indian Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(4) Service of notice in cases where publication is ordered shall be completed at least 30 days before the date of the hearing.

(d) Regardless of the type of notice required, or the manner in which it is served, once the court has made the initial finding that notice has properly been given to the parent, or to any person entitled to receive notice pursuant to this section, subsequent notice for any continuation of a

Section 366.26 hearing may be by first-class mail to any last known address, by an order made pursuant to Section 296, or by any other means that the court determines is reasonably calculated, under any circumstance, to provide notice of the continued hearing. However, if the recommendation changes from the recommendation contained in the notice previously found to be proper, notice shall be provided to the parent, and to any person entitled to receive notice pursuant to this section, regarding that subsequent hearing.

(e) The notice shall contain the following information:

- (1) The date, time, and place of the hearing.
- (2) The right to appear.
- (3) The parents' right to counsel.
- (4) The nature of the proceedings.
- (5) The recommendation of the supervising agency.
- (6) A statement that, at the time of hearing, the court is required to select a permanent plan of adoption, legal guardianship, or long-term foster care for the child.

(7) In the case of an Indian child, the notice shall contain a statement that the parent or Indian custodian and the tribe have a right to intervene at any point in the proceedings. The notice shall also include a statement that the parent or Indian custodian and the tribe shall, upon request, be granted up to 20 additional days to prepare for the proceedings.

(f) Notice to the parents may be given in any one of the following manners:

(1) If the parent is present at the hearing at which the court schedules a hearing pursuant to Section 366.26, the court shall advise the parent of the date, time, and place of the proceedings, their right to counsel, the nature of the proceedings, and the requirement that at the proceedings the court shall select and implement a plan of adoption, legal guardianship, or long-term foster care for the child. The court shall direct the parent to appear for the proceedings and then direct that the parent be notified thereafter by first-class mail to the parent's usual place of residence or business only.

(2) Certified mail, return receipt requested, to the parent's last known mailing address. This notice shall be sufficient if the child welfare agency receives a return receipt signed by the parent.

(3) Personal service to the parent named in the notice.

(4) Delivery to a competent person who is at least 18 years of age at the parent's usual place of residence or business, and thereafter mailed to the parent named in the notice by first-class mail at the place where the notice was delivered.

(5) If the residence of the parent is outside the state, service may be made as described in paragraph (1), (3), or (4) or by certified mail, return receipt requested.

(6) If the recommendation of the probation officer or social worker is legal guardianship or long-term foster care, service may be made by first-class mail to the parent's usual place of residence or business.

(7) If the parent's whereabouts are unknown and the parent cannot, with reasonable diligence, be served in any manner specified in paragraphs (1) to (6), inclusive, the petitioner shall file an affidavit with the court at least 75 days before the hearing date, stating the name of the parent and describing the efforts made to locate and serve the parent.

(A) If the court determines that there has been due diligence in attempting to locate and serve the parent and the probation officer or social worker recommends adoption, service shall be to that parent's attorney of record, if any, by certified mail, return receipt requested. If the parent does not have an attorney of record, the court shall order that service be made by publication of citation requiring the parent to appear at the date, time, and place stated in the citation, and that the citation be published in a newspaper designated as most likely to give notice to the parent. Publication shall be made once a week for four consecutive weeks. Whether notice is to the attorney of record or by publication, the court shall also order that notice be given to the grandparents of the child by

first-class mail.

(B) If the court determines that there has been due diligence in attempting to locate and serve the parent and the probation officer or social worker recommends legal guardianship or long-term foster care, no further notice is required to the parent, but the court shall order that notice be given to the grandparents of the child by first-class mail.

(C) In any case where the residence of the parent becomes known, notice shall immediately be served upon the parent as provided for in either paragraph (2), (3), (4), (5), or (6).

(8) If the identity of one or both of the parents, or alleged parents, of the child is unknown, or if the name of one or both parents is uncertain, then that fact shall be set forth in the affidavit and the court, if ordering publication, shall order the published citation to be directed to either the father or mother, or both, of the child, and to all persons claiming to be the father or mother of the child, naming and otherwise describing the child.

(g) Notice to the child and all counsel of record shall be by first-class mail.

(h) In the case of an Indian child, notice to the tribe shall be by registered mail, return receipt requested.

(i) Notwithstanding subdivision (a), if the attorney of record is present at the time the court schedules a hearing pursuant to Section

366.26, no further notice is required, except as required by subparagraph (A) of paragraph (7) of subdivision (f).

(j) This section shall also apply to children adjudged wards pursuant to Section 727.31.

295. The social worker or probation officer shall give notice of review hearings held pursuant to Section 366.3 in the following manner:

(a) Notice of the hearing shall be given to the following persons:

(1) The mother.

(2) The presumed father.

(3) The legal guardian or guardians.

(4) The child, if the child is 10 years of age or older.

(5) Any known sibling of the child who is the subject of the hearing if that sibling either is the subject of a dependency proceeding or has been adjudged to be a dependent child of the juvenile court. If the sibling is 10 years of age or older, the sibling, the sibling's caregiver, and the sibling's attorney. If the sibling is under 10 years of age, the sibling's caregiver and the sibling's attorney. However, notice is not required to be given to any sibling whose matter is calendared in the same court on the same day.

(6) The foster parents, Indian custodian, relative caregivers, community care facility, or foster family agency having physical custody of the child in the case of a child removed from the physical custody of the parents or legal guardian.

(7) The attorney of record if that attorney of record was not present at the time that the hearing was set by the court.

(8) The alleged father or fathers, but only if the recommendation is to set a new hearing pursuant to Section 366.26.

(9) If the court knows or has reason to know that an Indian child is involved, then to the Indian custodian and the tribe of that child. If the identity or location of the parent or Indian custodian and the tribe cannot be determined, notice shall be given to the Bureau of Indian Affairs.

(b) No notice is required for a parent whose parental rights have been terminated.

(c) The notice of the review hearing shall be served no earlier than 30 days, nor later than 15 days, before the hearing. In the case of an Indian child, if notice is given to the Bureau of Indian

Affairs, the bureau shall have 15 days after receipt to provide the requisite notice to the parent or Indian custodian and the tribe.

(d) (1) The notice of the review hearing shall contain a statement regarding the nature of the hearing to be held, any recommended change in the custody or status of the child, and any recommendation that the court set a new hearing pursuant to Section 366.26 in order to select a more permanent plan.

(2) In the case of an Indian child, the notice shall contain a statement that the parent or Indian custodian and the tribe have a right to intervene at any point in the proceedings. The notice shall also include a statement that the parent or Indian custodian and the tribe shall, upon request, be granted up to 20 additional days to prepare for the proceedings.

(e) Service of notice shall be by first-class mail addressed to the last known address of the person to be provided notice. In the case of an Indian child, notice shall be by registered mail, return receipt requested.

(f) If the child is ordered into a permanent plan of legal guardianship, and subsequently a petition to terminate or modify the guardianship is filed, the probation officer or social worker shall serve notice of the petition not less than 15 court days prior to the hearing on all persons listed in subdivision (a) and on the court that established legal guardianship if it is in another county.

296. Upon any hearing or rehearing under this article, the court may order the child or any parent or guardian, or Indian custodian of the child who is present in court, to again appear before the court, before the social worker or probation officer, or before the county financial officer at a time and place specified in the order.

297. (a) Notice required for an initial petition filed pursuant to Section 300 is applicable to a subsequent petition filed pursuant to Section 342.

(b) Upon the filing of a supplemental petition pursuant to Section 387, the clerk of the juvenile court shall immediately set the matter for hearing within 30 days of the date of the filing, and the social worker or probation officer shall cause notice thereof to be served upon the persons required by, and in the manner prescribed by, Sections 290.1, 290.2, and 291.

(c) If a petition for modification has been filed pursuant to Section 388, and it appears that the best interest of the child may be promoted by the proposed change of the order, the recognition of a sibling relationship, or the termination of jurisdiction, the court shall order that a hearing be held and shall give prior notice, or cause prior notice to be given, to the social worker or probation officer and to the child's attorney of record, or if there is no attorney of record for the child, to the child, and his or her parent or parents or legal guardian or guardians or Indian custodian and the tribe in the manner prescribed by Section 291 unless a different manner is prescribed by the court.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NOTIFICATION DELIVERY SERVICES
PROVIDER MONTHLY SERVICE REPORT

| | | |
|---|--|------------------------------|
| CONTACT INFORMATION: | | |
| Provider Name: YOAKUM INVESTIGATIONS | Service: NOTIFICATION DELIVERY SERVICES | |
| Contact Name: | | |
| Title: | | |
| Phone: | FAX: | DATE REPORT COMPLETED: _____ |
| <p>I (WE), THE UNDERSIGNED, CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE THE INFORMATION PRESENTED IN THIS REPORT IS TRUE AND ACCURATE.</p> | | |
| _____ SIGNATURE | | _____ DATE |
| _____ SIGNATURE | | _____ DATE |

REPORT MONTH & YEAR: _____

| Delivery Classification | | This Month | Contract Yr To Date |
|--|---|------------|---------------------|
| 1 | Notification Delivery Services to Los Angeles County Only | | |
| 2 | Notification Delivery Service to Orange, Ventura, Riverside, Kern, San Bernardino or San Diego Counties | | |
| 3 | Notification Delivery Service to anywhere in the USA other than Counties named above | | |
| 4 | International Service to any country other than the USA | | |
| TOTAL DELIVERIES: (For the month and contract year-to-date respectively) | | | |